

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

DUFERCO STEEL, LLC	§	CIVIL ACTION NO. 4:23-cv-2190
Plaintiff	§	
V.	§	
	§	
M/V GREAT SPIRIT, her engines, boilers, etc.,	§	
<i>in rem</i> , SEA 59 LEASING CO. LTD., NORVIC	§	
SHIPPING ASIA PTE. LTD. and WAH	§	
KWONG SHIP MANAGEMENT (HK) LTD.,	§	
<i>in personam</i>	§	
Defendants	§	IN ADMIRALTY

## COMPLAINT

Plaintiff, DUFERCO STEEL, LLC f/k/a Duferco Steel, Inc., alleges for its complaint against the M/V GREAT SPIRIT, *in rem*, and SEA 59 LEASING CO. LTD., NORVIC SHIPPING ASIA PTE. LTD. and WAH KWON SHIP MANAGEMENT (HK) LTD. *in personam*, the following causes of action which will be proven by a preponderance of credible evidence.

1. This is an admiralty and maritime claim within the meaning of 28 U.S.C. §1333 and Rule 9(h) of the Federal Rules of Civil Procedure, or is brought pursuant to 9 U.S.C.A. §8, for preservation of *in rem* security for arbitration.

2. Plaintiff is the owner or duly authorized representative of the owners or underwriters or subrogated underwriters of cargo shipped on board the captioned vessel which is more particularly described in the attached Schedule A, and for which bills of lading were issued. Plaintiff's principal office and place of business is stated in Schedule A.

3. *In rem* defendant M/V GREAT SPIRIT (IMO#9860233) loaded a consignment of 8,281.544MT of hot rolled wire rod steel in coils (the Cargo) at Kamarajar Port in India on or about May 5, 2022 and carried the Cargo to Houston, Texas where the Cargo was discharged in a damaged condition resulting in extra discharge expenses and damage to the Cargo.

4. Defendant 59 SEA LEASING CO., LTD. had and now has the legal status and offices and places of business stated in Schedule A. They were engaged in business as common carriers of merchandise by water for hire and were the vessel owners and/or operators and controlled the captioned vessel which now is, or will be, within the jurisdiction of this Court or another U.S. court of competent jurisdiction, during the pendency of the action. Plaintiff requests that the Court permit later service of the *in rem* aspect of this case, awaiting this foreign vessel's return to the United States for service of *in rem* process.

5. Defendant NORVIC SHIPPING ASIA PTE. LTD. had and now has the legal status and offices and places of business stated in Schedule A. They were engaged in business as common carriers of merchandise by water for hire and were the bareboat charterers or operators and controlled the captioned vessel.

6. Defendant WAH KWONG SHIP MANAGEMENT (HK) LTD. had and now has the legal status and offices and places of business stated in Schedule A. They were engaged in business as common carriers of merchandise by water for hire, and were the charterers, operators, or managers and controlled the captioned vessel.

7. The cargo described in Schedule A was sold, shipped, inspected, carried, kept, discharged and delivered from the captioned vessel not in the same good order and condition as when received, rather, it was delivered by defendants in non-conforming damaged condition due to the fault, neglect, deviation, unseaworthiness, and maritime tort of defendants, their agents and servants.

8. Plaintiff cannot more specifically allege Defendants' acts or omissions of negligence. Plaintiff invokes and relies upon the doctrine of *res ipsa loquitur* because the character of the loss was such that it would not have happened in the absence of negligence, and the instrumentality causing the occurrence, the M/V GREAT SPIRIT, was exclusively within the Defendants' control.

9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

10. Plaintiff has duly performed all duties and obligations on its part to be performed.

11. Plaintiff's damages are in excess of \$82,182.53 for which demand has been made but not paid. Plaintiff demands recovery from defendants, jointly and severally.

Wherefore, Plaintiff demands that summons issue against defendants in proper form; that judgment be entered in its favor in an amount exceeding \$82,182.53 as shown to the Court plus interest and the costs and disbursements of this action; that process in due form of law according to the practice of this Court in causes of admiralty and maritime jurisdiction may issue against the captioned vessel, her engines, etc., and that all persons having or claiming an interest therein be cited to appear and answer under oath all and singular the matters stated, and this Court pronounce judgment in favor of Plaintiff for its damages together with interest, costs and disbursements, and the captioned vessel be condemned and sold in satisfaction, and that this Honorable Court grant Plaintiff such other and further relief which is just and proper.

Respectfully submitted,

W. SEAN O'NEIL, ATTORNEY AT LAW

/s/ W. Sean O'Neil

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**ATTORNEY FOR PLAINTIFF**

**SCHEDULE A**  
**LEGAL STATUS AND PLACE OF BUSINESS OF PARTIES**

Plaintiff, **Duferco Steel, LLC (DSL)**, is a Delaware corporation with an office and place of business located at 800 Gessner Road, Suite 1150, Houston, Texas 77024. DSL was formerly known as Duferco Steel, Inc., a Delaware corporation with an office and place of business located at 100 Matawan Road, Suite 400, Matawan, New Jersey 07747.

**M/V GREAT SPIRIT** (IMO 943705) was at all material times a general cargo ship with flag of the Hong Kong, China. She was built in 2019; call sign of VRSP3, and gross tonnage of 34,508.

Defendant, **Sea 59 Leasing Co., Ltd.** was and is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and the United States as a common carrier of goods, which does not maintain a designated agent in Texas upon whom service can be made, and thus may be served through F.R.C.P 4(k)(2), or through the Secretary of the State of Texas under the Texas Long-Arm statute, Tex. Civ. Prac. & Rem. Code §17.044 *et seq.*, at its office address as follows:

46/F, Champion Tower, 3 Garden Road, Central Hong Kong, China, or

c/o Wah Kwong Ship Management (HK) Ltd.  
24<sup>th</sup> Floor, Shanghai Industrial Investment Building,  
48-62, Hennessey Road, Wanchai, Hong Kong, China

Defendant, **Norvic Shipping Asia Pte. Ltd.** (NSAP) was and is a foreign corporation or similar entity and a member of Norvic Shipping, with power to sue and be sued, and which regularly does business in Texas and the United States as a common carrier of goods. NSAP does not maintain a designated agent in Texas upon whom service can be made, and thus may be served through F.R.C.P 4(k)(2), or through the Secretary of the State of Texas under the Texas Long-Arm statute, Tex. Civ. Prac. & Rem. Code §17.044 *et seq.*, at its office address or c/o its local entity/unit:

ARC 380, 380 Jalan Besar	or	c/o Norvic Shipping USA, Inc.
#12-01/02/03/04		16190 City Walk, Suite 250
Singapore 209000		Sugarland, Texas 77479

Defendant, **Wah Kwong Ship Management (HK) Ltd.** was and now is a foreign corporation, or similar entity, with power to sue and be sued, which regularly does business in Texas and the United States as a common carrier of goods, which does not maintain a designated agent in Texas upon whom service can be made, and thus may be served through F.R.C.P 4(k)(2), or through the Secretary of the State of Texas under the Texas Long-Arm statute, Tex. Civ. Prac. & Rem. Code §17.044 *et seq.*, at its office address as follows:

Wah Kwong Ship Management (HK) Ltd.  
24<sup>th</sup> Floor, Shanghai Industrial Investment Building,  
48-62, Hennessey Road, Wanchai, Hong Kong, China

**SCHEDULE A (cont.)**

**DESCRIPTION OF SHIPMENT**

Vessel:	M/V GREAT SPIRIT (IMO#9860233)
Port of Shipment:	KAMARAJAR PORT, INDIA on or about May 5, 2022
Ports of Discharge:	HOUSTON, TEXAS on or about June 16, 2022
Bills of Lading:	NVHIGRSP20220104
Description of Cargo:	HOT ROLLED WIRE ROD STEEL IN COILS
Nature of Loss or Damage:	PHYSICAL DAAMGE and EXTRA EXPENSES
AMOUNT:	\$82,182.53